

RECORDATION NO. 21679-C FILED

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SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A LESTER

January 5, 2012

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment to Lease Supplement No. 1 (Amtrak Trust 98-C), dated January 5, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 21679.

The names and addresses of the parties to the enclosed document are:

Lessee: National Railroad Passenger Corporation
10 G Street, NE
Washington, DC 20002

Owner Trustee/
Lessor: U.S. Bank National Association
225 Franklin Street
Boston, MA 02110

Indenture Trustee: Manufacturers and Traders Trust Company
25 South Charles Street
Baltimore, MD 21201

Chief, Section of Administration
January 5, 2012
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A description of the railroad equipment covered by the enclosed document is:

6 Superliner railcars AMTK 34116, 34135, 39013, 39015, 39020 and 39042 have been replaced by 6 Superliner railcars AMTK 31004, 31003, 32043, 32064, 32049 and 32029.

A short summary of the document to appear in the index is:

Amendment to Lease Supplement No. 1 (Amtrak Trust 98-C).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

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**AMENDMENT TO LEASE SUPPLEMENT NO. 1
(AMTRAK TRUST 98-C)****SURFACE TRANSPORTATION BOARD**

AMENDMENT TO LEASE SUPPLEMENT NO. 1 (AMTRAK TRUST 98-C) dated January 5, 2012 (this "Amendment") between **U.S. BANK NATIONAL ASSOCIATION**, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (Amtrak Trust 98-C) dated as of September 15, 1998 ("Lessor") and **NATIONAL RAILROAD PASSENGER CORPORATION** (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Lessee") amends that certain Lease Supplement No. 1 (Amtrak Trust 98-C), dated September 29, 1998 (the "Lease Supplement") to that certain Lease of Railroad Equipment (Amtrak Trust 98-C) dated as of September 15, 1998, in each case, between Lessor and Lessee, a memorandum of which documents was recorded with the Surface Transportation Board under Recordation No. 21679 on September 29, 1998 at 2:50 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on September 29, 1998 at 11:48 a.m. (as modified, amended and supplemented to the date hereof, the "Lease"; and capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Amendment have the respective meanings specified therefor in the Lease).

WHEREAS, Lessee and Lessor desire to replace the Units currently subject to the Lease described in Schedule 1 (the "Replaced Units") with the railroad passenger cars described in Schedule 2 attached hereto (the "Replacement Units").

NOW, THEREFORE, in consideration of the promises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1. By the execution and delivery of this Amendment, Lessor and Lessee agree that all references in the Lease Supplement to the Replaced Units described in Schedule 1 hereto shall be deleted and replaced with a reference to the Replacement Units described in Schedule 2 hereto;

2. Lessor hereby leases the Replacement Units to Lessee under the Lease, and Lessee hereby leases the Replacement Units from Lessor under the Lease, on an "as-is, where-is and with all faults" basis, without recourse, representation or warranty of any kind whatsoever, including, without limitation, any representation or warranty as to the title, value, quality, durability, compliance with specifications, condition, design, operation, merchantability, fitness or suitability of the Replacement Units or any part or component thereof for any particular use or purpose, or any other representation or warranty of any kind whatsoever, expressed or implied, with respect to the Replacement Units or any part or component thereof, except as to the absence of all Lessor's Liens.

3. Lessor and Lessee agree (a) for all purposes of the Lease and the other Operative Documents, each Replacement Unit shall be deemed part of the property leased thereunder and shall be deemed a "Unit" as such term is defined therein in place of the Replaced Unit identified in the column headed "Replaced Unit" opposite such Replacement Unit on Schedule 2 hereto; (b) each Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the Replaced Unit identified in the column headed "Replaced Unit"

opposite such Replacement Unit in Schedule 2 hereto; and (c) the Replaced Units are hereby released from the Lease.

4. Lessee and Lessor hereby reaffirm all of the terms, provisions and conditions of the Lease.

5. This Amendment may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument.

6. Each of the parties hereto hereby authorizes the preparation, execution, delivery and/or filing of such documents and records, including, without limitation, Uniform Commercial Code financing statements (including, initial financing statements, amendments, continuation statements, correction statements, and termination statements), at Lessee's expense, that are required to carry out the intent and purpose of this Amendment and of the Lease.

[Amendment to Lease Supplement No. 1 (Amtrak Trust 98-C)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 1 (Amtrak Trust 98-C) to be duly executed by their respective duly authorized officers as of the date first set forth above.

U.S. BANK NATIONAL
ASSOCIATION, not in its individual
capacity, but solely as Owner Trustee,
Lessor

By: Nicole Poole

Name: Nicole Poole
Title: Vice President

NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee

By: _____

Name: Dale M. Stein
Title: Treasurer

CONSENTED TO BY:

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee

By: _____

Name:

Title:

STATE OF Delaware)
COUNTY OF New Castle) ss.:

On this 21 day of Dec, 2011 before me personally appeared Nicole Poole, to me personally known, who, being by me duly sworn, says that he/she is the Vice President of U.S. BANK NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.

Kenneth E. Holbert, Sr.
Notary Public

My Commission Expires: 10/30/2012



[Amendment to Lease Supplement No. 1 (Amtrak Trust 98-C)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 1 (Amtrak Trust 98-C) to be duly executed by their respective duly authorized officers as of the date first set forth above.

U.S. BANK NATIONAL
ASSOCIATION, not in its individual
capacity, but solely as Owner Trustee,
Lessor

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee

By: Dale M. Stein
Name: Dale M. Stein
Title: Treasurer

CONSENTED TO BY:

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee

By: _____
Name:
Title:

[Amendment to Lease Supplement No. 1 (Amtrak Trust 98-C)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 1 (Amtrak Trust 98-C) to be duly executed by their respective duly authorized officers as of the date first set forth above.

**U.S. BANK NATIONAL
ASSOCIATION**, not in its individual
capacity, but solely as Owner Trustee,
Lessor

By: _____

Name:

Title:

**NATIONAL RAILROAD PASSENGER
CORPORATION**, Lessee


By: _____

Name: Dale M. Stein

Title: Treasurer

CONSENTED TO BY:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**, as Indenture Trustee

By: 
Name: Artis Cummings
Title: Banking Officer

STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this 23rd day of December, 2011, before me personally appeared ARTIS CUMMINGS, to me personally known, who being by me duly sworn, says that she is a BANKING OFFICER of MANUFACTURERS AND TRADERS TRUST COMPANY, that said instrument was signed on behalf of said company by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said company.

Deborah Luyt-Sand
Notary Public

My Commission Expires: April 4, 2014

SCHEDULE 1 TO
AMENDMENT TO LEASE SUPPLEMENT NO. 1

DESCRIPTION OF REPLACED UNITS

| Description | Amtrak Equipment Number |
|-----------------------------------|------------------------------------|
| Superliner II Coach Car | 34116 |
| Superliner II Coach Car | 34135 |
| Superliner II Transition Dorm Car | 39013 |
| Superliner II Transition Dorm Car | 39015 |
| Superliner II Transition Dorm Car | 39020 |
| Superliner II Transition Dorm Car | 39042 |

SCHEDULE 2 TO
AMENDMENT TO LEASE SUPPLEMENT NO. 1

DESCRIPTION OF REPLACEMENT UNITS

| Description | Amtrak Equipment Number | Replaced Unit (Amtrak Equipment Number) |
|----------------------------------|------------------------------------|----------------------------------------------------|
| Superliner I Coach Car | 31004 | 34116 |
| Superliner I Coach Car | 31003 | 34135 |
| Superliner I Transition Dorm Car | 32043 | 39013 |
| Superliner I Transition Dorm Car | 32064 | 39015 |
| Superliner I Transition Dorm Car | 32049 | 39020 |
| Superliner I Transition Dorm Car | 32029 | 39042 |

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated 1/5/12

Edward M Luria
Edward M. Luria